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Attorney for Plaintiffs
7 WARNER BROS. RECORDS INC.; SONY
8 BMG MUSIC ENTERTAINMENT; and
9 ARISTA RECORDS LLC

10
11 UNITED STATES DISTRICT COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA
14
15 SAN FRANCISCO DIVISION

16 WARNER BROS. RECORDS INC., a
17 Delaware corporation; SONY BMG
18 MUSIC ENTERTAINMENT, a
19 Delaware general partnership; and
20 ARISTA RECORDS LLC, a Delaware
21 limited liability company,

22 Plaintiffs,

23 vs.

24 GREGORY COLE,

25 Defendant.

Case No.: C-06-6754-PJH

Related Cases:

~~[PROPOSED]~~ JUDGMENT AND
PERMANENT INJUNCTION
BASED ON STIPULATION

1 The Court, having considered the Stipulation to Judgment and Permanent
2 Injunction executed by the parties,

3
4 IT IS ORDERED AND ADJUDGED THAT:

5
6 1. Plaintiffs have alleged that Defendant distributed (including by
7 uploading) and/or reproduced (including by downloading) via the Internet or an
8 online media distribution system copyrighted sound recordings owned or
9 controlled by the Plaintiffs, without Plaintiffs' authorization, in violation of 17
10 U.S.C. § 501. Without admitting or denying liability, Defendant has not contested
11 plaintiffs' allegations, and has acknowledged that such conduct is wrongful.

12
13 2. Defendant shall pay to Plaintiffs in settlement of this action the total
14 sum of \$10,350.00.

15
16 3. Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and
17 service of process fee) in the amount of \$350.00.

18
19 4. Defendant shall be and hereby is enjoined from directly or indirectly
20 infringing Plaintiffs' rights under federal or state law in any sound recording,
21 whether now in existence or later created, that is owned or controlled by Plaintiffs
22 (or any parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs'
23 Recordings"), including without limitation by:

- 24
25 a) using the Internet or any online media distribution system to
26 reproduce (i.e., download) any of Plaintiffs' Recordings, to
27 distribute (i.e., upload) any of Plaintiffs' Recordings, or to make
28 any of Plaintiffs' Recordings available for distribution to the

1 public, except pursuant to a lawful license or with the express
2 authority of Plaintiffs; or

3
4 b) causing, authorizing, permitting, or facilitating any third party to
5 access the Internet or any online media distribution system through
6 the use of an Internet connection and/or computer equipment
7 owned or controlled by Defendant, to reproduce (i.e., download)
8 any of Plaintiffs' Recordings, to distribute (i.e., upload) any of
9 Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings
10 available for distribution to the public, except pursuant to a lawful
11 license or with the express authority of Plaintiffs.

12
13 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant
14 and/or any third party that has used the Internet connection and/or computer
15 equipment owned or controlled by Defendant has downloaded without Plaintiffs'
16 authorization onto any computer hard drive or server owned or controlled by
17 Defendant, and shall destroy all copies of those downloaded recordings transferred
18 onto any physical medium or device in Defendant's possession, custody, or control.

19
20 5. Defendant irrevocably and fully waives notice of entry of the
21 Judgment and Permanent Injunction, and understands and agrees that violation of
22 the Judgment and Permanent Injunction will expose Defendant to all penalties
23 provided by law, including for contempt of Court.

24
25 6. Defendant irrevocably and fully waives any and all right to appeal this
26 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or
27 obtain a new trial thereon, or otherwise to attack in any way, directly or
28 collaterally, its validity or enforceability.

1 7. Nothing contained in the Judgment and Permanent Injunction shall
2 limit the right of Plaintiffs to recover damages for any and all infringements by
3 Defendant of any right under federal copyright law or state law occurring after the
4 date Defendant executes the Stipulation to Judgment and Permanent Injunction.

5
6 8. Defendant shall not make any public statements that are inconsistent
7 with any term of the Stipulation to Judgment and Permanent Injunction.

8
9 9. The Court shall maintain continuing jurisdiction over this action for
10 the purpose of enforcing this final Judgment and Permanent Injunction.

11 DATED: 1/4/07
12 _____

13 By: _____

